



Southwestern Electric Power Company

P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

July 1, 1985

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Re: Supplemental Filing under 49 U.S.C. §11303

Gentlemen:

The purpose of this letter is to amend the following filing made pursuant to 49 U.S.C. §11303 to reflect the substitution of 3 one hundred-ton steel gondola cars for 3 original units which sustained a casualty occurrence.

The original recordation information and the car numbers of the units suffering a casualty occurrence and the replacement cars are as follows:

<u>Document Description</u>	<u>Recordation Number</u>
CONDITIONAL SALE AGREEMENT dated as of July 1, 1979 among Thrall Car Manufacturing Company, Cason Car Corporation and Southwestern Electric Power Company	No. 10776, filed on August 30, 1979
AGREEMENT AND ASSIGNMENT dated as of July 1, 1979 between Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company, as Agent	No. 10776, filed on August 30, 1979

Car numbers of the destroyed cars:

SEPX 111805
SEPX 109673
SEPX 109789

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated as of July 1, 1985, between Southwestern Electric Power Company and Mercantile-Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following 3 units have been substituted for the 3 units which were destroyed and represent Replacement Units:

5-179A110

No.

Date JUN 28 1985

Fee \$ 10.00

ICC Washington, D.C.

RECORDATION NO. 10776

JUN 28 1985 -10 25 AM

INTERSTATE COMMERCE COMMISSION

ICC OFFICE OF
THE SECRETARY
JUN 28 10 29 PM '85
MOTOR OPERATING

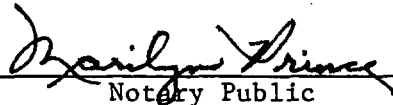
Handwritten signature: Linda Lott

STATE OF LOUISIANA

PARISH OF CADDO

ss.:

On this 1st day of July 1985, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

MARILYN PRINCE

NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

Interstate Commerce Commission
Washington, D.C. 20423

6/28/85

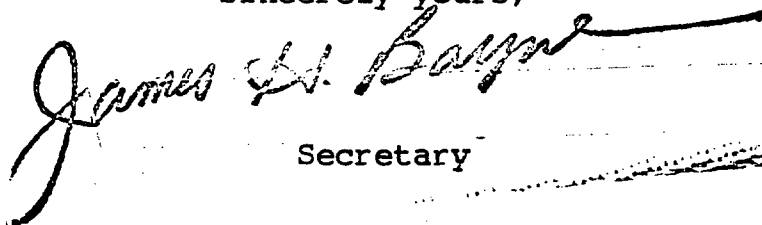
OFFICE OF THE SECRETARY

A.G. Hammett, III
Southwestern Electric Power Co.
P.O.Box 21106
Shreveport, Louisiana 71156

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/28/85 at 10:35am and assigned re-recording number(s). 10776-E

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 10776-E Filed 1425

SUPPLEMENTAL AGREEMENT

JUN 28 1985 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of July 1, 1985 (the "Supplement"), between Southwestern Electric Power Company, a Delaware corporation (hereinafter called the ("Company")) and Mercantile-Safe Deposit and Trust Company, the assignee (the "Assignee") of the Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of July 1, 1979, among Thrall Car Manufacturing Company (the "Vendor"), Cason Car Corporation and the Company, under the Agreement and Assignment, dated as of July 1, 1979 between Vendor and Assignee.

WHEREAS, the Company has entered into the Conditional Sale Agreement with Vendor and Vendee, and Vendor has assigned all its interest therein to Assignee;

NOW, THEREFORE, pursuant to the terms of the Conditional Sale Agreement, the parties hereto agree as follows:

The Company has suffered a Casualty Occurrence (as such term is, and all other capitalized terms used herein are, defined in the Conditional Sale Agreement) to three units of the Equipment, which has been reported and replaced in accordance with Article 7 of the Conditional Sale Agreement, as set forth in the Operating Officer's certificate of even date herewith and the Bill of Sale of even date herewith a copy of which is attached as Exhibit A. All such Replacement Units are hereby expressly made a part of the Equipment covered by, and brought under and made subject to, all the terms and conditions of the Conditional Sale Agreement.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Assignee

Attest

by [Signature]
Corporate Trust Officer

by [Signature]
Vice President

SOUTHWESTERN ELECTRIC POWER COMPANY

Attest

by [Signature]
Secretary

by [Signature]
Treasurer

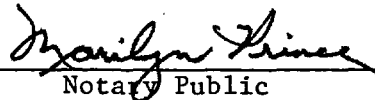
STATE OF LOUISIANA

PARISH OF CADDO

X
X
X

ss.:

On this 1st day of July 1985, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

MARILYN PRINCE
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

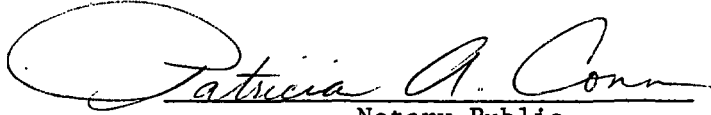
STATE OF MARYLAND,

Y
Y
Y

ss.:

CITY OF BALTIMORE

On this 26th day of ~~July~~ ^{JUNE}, 1985 before me, personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires July 1, 1986

BILL OF SALE

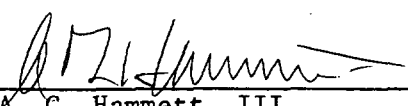
SOUTHWESTERN ELECTRIC POWER COMPANY (the "Company"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby transfer to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee"), under the Conditional Sale Agreement as defined below, title to the units of railroad equipment described in Schedule A hereto (the "Replacement Units") and all rights which the Company has or may have against the manufacturer of the Replacement Units to provide warranty repairs or other user support with respect to the Replacement Units.

The Company hereby warrants to the Assignee that the Company has legal title to the Replacement Units and good and lawful right to sell the Replacement Units, and that the Replacements are free of all claims, liens, security interests and other encumbrances of any nature except for (i) any liens permitted by the second paragraph of Article 13 of the Conditional Sale Agreement, dated as of July 1, 1979 (the "Conditional Sale Agreement"), among Thrall Car Manufacturing Company, Cason Car Corporation and the Company, and (ii) the rights of the Company under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of the 1st day of July, 1985.

SOUTHWESTERN ELECTRIC POWER COMPANY

By


A. G. Hammett, III
Treasurer

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBER</u>
100-ton (4,000 cu. ft.)	3	SEPX 116866
High-side steel gondola		SEPX 116882
Cars with swivel couplers.		SEPX 116891